

# Motor Fleet Policy Wording

This policy is arranged and administered by  
Catalpa Underwriting Ltd.,  
First Floor,  
Howley Square,  
Oranmore,  
Co. Galway.

Tel: (091) 353411  
Email: [www.Catalpa.ie](http://www.Catalpa.ie)



This policy is underwritten by  
Wakam,  
120-122 rue Réaumur,  
75083 Paris,  
Cedex 02,  
France  
Website: [www.wakam.com](http://www.wakam.com)



Wakam is authorised by the Autorite de Controle Prudentiel et de Resolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Catalpa Underwriting Limited is authorised by the Central Bank of Ireland as an insurance intermediary.

Wakam and Catalpa Underwriting Limited are subject to the Consumer Protection Code 2012(as amended) and the Minimum Competency Code and Regulations 2017. These Codes offer protection to consumers and can be found on the Central Bank of Ireland's Website at [www.centralbank.ie](http://www.centralbank.ie)

Please note that your Contract with us is based upon the information on the Proposal Form/Statement of Fact. Your contract is made up of the Proposal Form/Statement of Fact, this booklet and the Schedule.

You should read these documents carefully and contact your Broker if you have any queries or you believe any of the information is incorrect.

# Contents

## Page Number

Contract of Insurance	1
Complaints Procedure	2
Wakam - Data Protection and Privacy Notice	3
Cover and Use	8
Definitions	9
Section 1 - Third Party Cover	13
Section 2 - Fire and Theft	18
Section 3 - Accidental Damage Cover	21
Section 4 - Windscreen and Windows	22
Section 5 - Fire Brigade Charges	24
Section 6 – Fatal Accident	24
Section 7 – Foreign Travel Cover	25
Section 8 – Endorsements	26
General Conditions	28
General Exclusions	31
Claims Conditions	36

# Contract of Insurance

## **Your Motor Fleet Policy and Schedule**

This is your Motor Fleet Insurance Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the Policy including the levels of cover operative under each Section of the Policy and should be read in conjunction with the rest of the Policy.

For your own protection you are recommended to read this Policy and Schedule carefully to ensure it meets with your particular needs.

**Please note:** Only those Sections showing as in force in the attached Schedule shall apply to your particular policy.

The Third EU Non-Life Directive requires us to provide you with the following information:

## **Your Commercial Liability Insurance Policy**

Wakam (hereafter called the "Insurer") having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Insured named in the Schedule if any of the within mentioned contingencies occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy.

Compliance with all the terms, provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy.

The proposal or any information supplied or signed by the Insured and particulars in writing submitted by or on behalf of the Insured or the Company shall be the basis of the contract and be held to be incorporated herein.

All amounts in this Policy are in Euros unless specifically stated to the contrary

All monies which become or may become payable by the Insurer under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland

The appropriate stamp duty has been or will be paid in accordance with the Provisions of Section 5 of The Stamp Duties Consolidation Act 1999 (as amended)

The language for contractual terms and communication will be English.

## **The Law Applicable to the Contract**

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, the Insurer listed in your Schedule of Cover and you, the Insured, are free to choose the law applicable to the contract. The law of the Republic of Ireland applies to the contract.

## **Our Promise to you**

We strive to provide you with an exceptional service when you need it most. We aim to settle quickly and efficiently any claims covered in the attached Schedule and Policy. To report any claims please contact us on the following number: 091 353411 and comply with the claims conditions set out in this policy.

## Complaints

If you have any questions or concerns about Your Policy or the handling of a claim, please contact:

The General Manager,  
Catalpa Underwriting Ltd.,  
First Floor,  
Howley Square,  
Oranmore,  
Co. Galway.  
Telephone (091) 353411

Please always quote your policy number and/or claim number and broker name as it will help us deal with your enquiry or complaint promptly.

If you remain dissatisfied you may refer your complaint to the Financial Services Ombudsman at:

**Financial Service Ombudsman's Bureau,**

**3<sup>rd</sup> Floor,**

**Lincoln House,**

**Dublin 2.**

**Tel No: 01 567 7000**

**E-mail: [info@fspo.ie](mailto:info@fspo.ie)**

### **Insurance Compensation Fund**

In the unlikely event that Wakam cannot meet its obligations, you may be entitled to compensation from the Insurance Compensation Fund. Further Information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsuranc/solvebcy-ii/insurance-compensation-fund>.

### **Motor Insurance Bureau of Ireland**

If you are involved in an accident with a visiting motorist from outside the Republic of Ireland, or with an uninsured, unidentified or foreign registered vehicle, you should report the accident to the Motor Insurance Bureau of Ireland:

5 Harbourmaster Place, IFSC, Dublin 1, D01E7E8

Tel: +3531 676 9944

Email: [info@mibi.ie](mailto:info@mibi.ie)

# Data Protection and Privacy Notice Relating to Wakam Haulage Insurance Policy

## How we will use or share Your information

This is the Data Protection and Privacy Notice that Wakam, an insurer incorporated and registered in France with company number whose registered office is at 120 - 122 Rue Reaumur, 75083 Paris, France; email [dpo@wakam.com](mailto:dpo@wakam.com) (referred to in this notice as the “Insurer”, “we”, “our” and “us”) has issued to policyholders of its haulage insurance policy and those that have applied for that policy (referred to in this notice as “You” and “Your”). CATALPA is our insurance intermediary and their Data Protection and Privacy Notice can be found: <http://catalpa.ie/data-protection-notice/>.

## The Information that we may process about You

In connection with the Policy and our insurance intermediary relationship with CATALPA we collect or receive the following information about You: your insurance requirements including details about your vehicle and, if available, a history of claims.

We receive other information about You when a claim occurs from CATALPA and this information will comprise of: claims details (date, place of the event giving rise to the claim). [ALLGLASS (the repairer) also processes Your data to check the eligibility of the claim and may provide this data to us.]

## Who do we disclose Your information to

Where we collect Your personal information, You agree that any data provided by You in connection with Your proposal or Policy may be used by Us, by “CATALPA”, and all each of our respective group companies and/or by insurance brokers or third-party providers of services [(including , ALLGLASS the repairer)<sup>1</sup>] in connection with the Policy. If You make a claim, You agree that any data provided by You in connection with Your proposal or Policy may be used by Us, by “CATALPA”, and by fraud detection and prevention services, reinsurance companies, governmental authorities and organisations acting on their behalf and insurance regulatory authorities). All entities referred to in this section are collectively referred to as ‘data recipients’.

## Why do we need information about You and what do we use it for

In this table we set out the categories of personal data that we collect about You, what we use it for and the legal basis for our processing the personal data

We collect your personal data (your name, address, email, Policy number, your vehicle details and your claims history) to provide an insurance quotation, claims handling and to process of any complaints. We process your personal data to accounting and other management information purposes. In many cases processing is necessary for the performance of a contract.

We also process this data:

- To populate national databases where required by law to do so ;
- For any purpose required by law ; and
- To comply with laws and regulations, and the regulators and oversight authorities, such as combating money laundering and the financing of terrorism, and the prevention of insurance fraud.

One of the legal basis for which we process Your data is because it is necessary for compliance with a legal obligations to which we are subject.

We will process:

Categories of Data	The Purpose of our Processing	Legal Basis for our processing, where more than one legal basis applies we have listed that
<p>Your name, address, email, other contact details, Your Wakam Policy number(s), claims history (if any) and renewal dates of the Policy, details of Your vehicle.</p> <p>CATALPA collects also Your payment card details</p>	<p>To process proposal forms for the Policy, to generate an estimate(s) or quotation(s) for the Policy, for underwriting pricing and cover decisions;</p> <p>Analysing Your particular insurance needs;</p> <p>Arranging insurance cover;</p> <p>To investigate, validate, arrange, handle, manage or administer a claim in relation to Your Policy which You or another person makes; and</p> <p>To process payments from You or to You.</p>	<p>Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships;</p> <p>For the performance of a contract under which we provide insurance to You; and</p> <p>In order to take steps at Your request prior to entering into a contract of insurance.</p>
<p>Your name, address, email, other contact details, insurance requirements including details about Your vehicle.</p>	<p>To process proposal forms for the Policy, to generate an estimate(s) or quotation(s) for the Policy, for underwriting pricing and cover decisions.</p>	<p>This is necessary for the entry into and/or performance of Your Policy.</p>
<p>Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), claims history (if any) and renewal dates of the Policy, PPS number (or any other relevant tax identification numbers) (if required by legislation), occupation, employment details, gender, insurance requirements including details about Your vehicle, and bank and payment card details, records of Your payments and arrears in connection with the</p>	<p>Accounting and other management information purposes;</p> <p>To manage dealings with intermediaries who interact with You in connection with the Policy;</p> <p>To process and provide insurance services, to administer and process Your Policy, including dealing with any queries, requests or changes, payments, renewals and processing a cancellation or termination of Your Policy;</p> <p>To make deliveries or to make payments to You or receive payments from You;</p>	<p>To allow us to perform and manage the Policy under normal conditions;</p> <p>Legitimate interest in managing our business, as we wish to operate our business in a manner which appropriately manages risks and relationships; and /or</p> <p>To manage the information systems that we use to deliver our insurance services in connection with the Policy, including the management of the infrastructure as well as the continuity of operations and computer security.</p>

Policy, VAT and other relevant tax numbers.	<p>[To provide You with services such as repair or breakdown assistance;]</p> <p>To process of any complaints; and</p> <p>To maintain and keep records on our computer systems.</p>	
Claims history	To check the claims history for You or any person or property likely to be involved in the Policy or a claim when You apply for insurance; or if there is an accident or a claim.	<p>To allow us to perform and manage the Policy under normal conditions; and/or</p> <p>Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships.</p>
Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), PPS number (or any other relevant tax identification numbers) (if required by legislation).	<p>To verify Your identity;</p> <p>To process any complaints; and</p> <p>To maintain and keep our computer systems secure.</p>	To allow us to perform and manage the Policy under normal conditions.
Your name, address, email, other contact details, date of birth.	<p>Populating national databases where required by law to do so;</p> <p>To comply with laws and regulations, and the regulators and oversight authorities, such as combating money laundering and the financing of terrorism, and the prevention of insurance fraud; and</p> <p>To improve the management of the risks and allow the rights to be asserted (proper making of claims, proof of payment of the insurance premium, prevention of fraud).</p>	<p>Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships; and/or</p> <p>To comply with laws and regulations.</p>
Details of motoring conviction(s) that You disclose to us (if any).	To process proposal forms, to generate an estimate(s) or quotation(s) for the Policy, for underwriting pricing and cover decisions.	Necessary and proportionate in order to take steps at Your request prior to entering into, and in order to enter into, the Policy.

### **How long do we hold Your personal data for?**

We will keep Your personal data only for as long as it is required to perform Your Policy, to handle claims and to comply with our legal and regulatory obligations. For most of Your personal data related to the Policy we will hold Your personal data for seven years after the cancellation of that Policy.

If You do not accept a quote or complete an application for a Policy, your personal data will be kept for five years after the termination of the insurance Policy.

### **Your Rights**

You have the right to request that Your personal data is erased and to prevent processing in certain circumstances. This is not an absolute right and we may continue to process Your data if we have a lawful basis to do so.

In certain circumstances You have the right to request that we restrict the processing of personal data supplied by You to Us.

You have the right to apply for a copy of Your information, free of charge (unless we believe Your request to be manifestly unfounded, excessive or repetitive).

You have the right to have Your personal data rectified if it is inaccurate or incomplete.

You have the right to data portability in respect of Your personal data provided to Us and processed by automated means. This means that You can request the data in a commonly used and machine-readable form and even that we transfer it at Your request to another organisation if this is feasible. This service is free of charge.

You have a right to complain to your local supervisory authority about our processing of your personal data. In Ireland, the supervisory authority for data protection is the

#### **Data Protection Commission**

21 Fitzwilliam Square South  
Dublin 2  
D02 RD28  
Ireland

Complaints may be directed to our lead supervisory authority about our processing of your personal data. Our lead supervisory authority for data protection is the **Commission Nationale de l'Informatique et des Libertés (CNIL)**

3 Place de Fontenoy  
TSA 80715, 75334 PARIS CEDEX 07

We request that you raise any issue or complaint that you have with us first although you have a right to contact a supervisory authority at any time.



### **Third Party Information**

Where you provide us with Personal Data relating to other people, such as your spouse, children, other named insureds or other related persons, you represent and warrant that you will only do so in accordance with applicable data protection laws. You will ensure that before doing so, the individuals in question are made aware of the fact that we will hold information relating to them and that we may use it for any of the purposes set out in this Data Protection and Privacy Notice and the relevant terms and conditions, and where necessary you will obtain their consent to our use of their information for the purposes of managing and performing our obligations under your Policy and to comply with applicable laws. We may, where required under applicable law, notify those individuals that you have provided their details to us.

### **Contact our DPO**

You may contact us at any time to exercise your rights or with any questions that you have about this Data Protection and Privacy Notice or our processing of Your information. You can contact our Data Protection Officer for this purpose at: Wakam: 120/122 rue Réaumur, TSA 60235, 75083 Paris Cedex 02, FRANCE email: [dpo@wakam.com](mailto:dpo@wakam.com)

Signed :



For and on behalf of :

Wakam

## Cover and Use

### Cover

The current Schedule shows what cover is in force. The different kinds of cover are:

Cover	Sections applicable
Comprehensive (ADFT)	Sections 1, 2, 3, 4, 5, 6, and 7 apply
Third Party Fire and Theft (TPFT)	Sections 1, 2, 5, 6, and 7 apply.
Third Party Only (TPO)	Sections 1, 6, and 7 apply.
Road Traffic Act Cover Only (RTA)	Sections 1, 6, and 7 apply. (€1.12 Million LOI TPPD Only)
Laid Up Fire and Theft Only (FTO)	Section 2 and 5 apply.

### Use

The cover provided by this contract of motor fleet insurance only applies if the vehicle is used in the way permitted and described under 'Limitations as to use' in the Schedule and also subject to any endorsements applicable to the policy.

### Driver

The cover provided by this contract of motor fleet insurance only applies if the vehicle is being driven by a person whose driving is permitted and described under 'Drivers, or Classes of Drivers entitled to drive the vehicle(s) specified' in Section 6 of the Certificate of Insurance and also subject to any endorsements applicable to the policy. Further, it is your responsibility to ensure that all drivers of your vehicle hold an appropriate valid licence and a Certificate of Professional Competence (CPC) of the class required to drive your vehicle. Failure to do so may invalidate your cover.

## Definitions

The following words or phrases have the same meaning wherever they appear.

### 1) Business

The business of the Insured as stated in the schedule.

### 2) Certificate of Insurance

Statutory certificate required under the Road Traffic Act/Acts which provides legal evidence of the insurance and which forms one constituent part of the Contract of Motor Insurance.

### 3) Schedule

The document titled schedule that includes the policyholders name and address, the premium and other operative sections this policy (including endorsement clauses) and is incorporated in this policy and accepted by the policyholder. The policyholders schedule may be reissued from time to time where each successor schedule overrides the earlier document.

### 4) Accessories

Any items permanently attached to the vehicle which are not directly related to how it works as a vehicle. Accessories includes spare parts, audio equipment, fitted telephone equipment, multi-media equipment, communication equipment and satellite navigation equipment, providing that they are permanently fitted to your vehicle, except for fitted telephone equipment, unless fitted from first registration.

### 5) Vehicle(s)

Any vehicle(s) (including its accessories) mentioned by description, category or by registration mark in in the schedule and unless otherwise agreed, registered in the Republic of Ireland.

### 6) Private Car

A vehicle (including its accessories) not exceeding eight passengers.

### 7) Certificate of Profession Competence

Driver CPC is a Certificate of Professional Competence for professional bus and truck drivers. Its purpose is to set and maintain high standards of safety and driving among drivers of trucks and buses.

### 8) Licence

A legal permit to drive a vehicle as required by the laws of any territory to which this policy applies and appropriate to the category of the vehicle being driven. Licence includes any related CPC or other concurrent permit of any description necessary to use and drive goods carrying vehicles for hire and reward.

### 9) Trailer

Any articulated, semi-trailer or draw-bar trailer.

## **10) Contract of motor insurance**

The contract between the Insurer and the Insured which comprises the statement of fact, policy document, schedule and Certificate of Insurance and Insurance disc.

## **11) Endorsement**

An amendment to the policy cover which alters the standard cover in the particular way specified.

## **12) Excess**

The amount which the Insured must pay towards each claim under the policy.

## **13) Territorial Limits**

The Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands

## **14) Insured Vehicle**

The vehicle(s) as identified in the policy schedule and the certificate of insurance, the use of which is insured under the contract of motor fleet insurance, and for which the accumulation limit is two million euros (€2,000.000).

## **15) Insured**

The party with whom the Insurer has entered into a Contract of Motor Insurance, as identified in the Schedule and in the Certificate of Insurance.

## **16) Insurer**

Wakam, 120-122 Rue Réaumur-75002 Paris-France.

Website : [www.wakam.com](http://www.wakam.com)

## **17) Market Value**

The cost of replacing your vehicle with one of a similar age condition make model and history as determined by reference to vehicle value websites and publications at the time of the accident or loss.

## **18) Period of Insurance**

The duration of the Contract of Motor Insurance, usually for a 12 month period, as shown in the policy schedule and in the Certificate of Insurance.

## **19) Policy Document**

The booklet which sets out details of the cover including all the standard terms, conditions and exclusions which apply, and which is a constituent part of the Contract of Motor Insurance.

## **20) Proposal form/Statement of Fact**

The form signed by the Insured when applying for motor insurance cover and which contains information relied upon by the Insurer as the basis of the Contract of Motor Insurance. This form may include a written summary of the facts based on oral and/or written declarations made by the Insured when applying for motor insurance cover.

## **21) Road Traffic Acts**

The Road Traffic Acts 1961 to 2018, as amended, all equivalent Road Traffic legislation in other jurisdictions to which the cover under this policy may apply, all relevant Statutory Instruments and all relevant EU legislation

## **22) Hazardous Goods**

Any goods of any nature and/or quantity that require carriage in accordance with:

- a) the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009;
- b) the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) Regulations 2011 (S.I. No. 349 of 2011), as amended;
- c) the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010;
- d) the 'Approved List of Dangerous Substances' as published by the Health & Safety Authority

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

## **23) Tool of Trade**

The Insured Vehicle and machinery and plant attached to and forming part of the Insured Vehicle in use performing a work operation.

## **24) Cyber Loss**

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

## **25) Cyber Act**

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

## **26) Cyber Incident**

Cyber Incident means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

## **27) Computer System**

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

## **28) Data**

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## Section 1 – Third Party Cover

### What is Covered

#### 1. Use of the Insured Vehicle

Subject to the exclusions set out under “What is not Covered”, we will indemnify you in accordance with the terms of this section against legal liability to pay damages, including claimant costs recoverable from you, arising out of the use of your vehicle, or in direct connection with the loading or unloading of your vehicle:

- a) while your vehicle is being used with your consent for any purpose permitted by your certificate of motor insurance; and
- b) with our prior written consent while your vehicle is being driven or used for the carriage of hazardous goods; and
- c) occurring within the territorial limits which results in:
  - (i) the death or bodily injury to any person;
  - (ii) damage to any property subject to the following limits applying in respect of any one accident or series of accidents arising out of one originating cause:
    - a. Six million five hundred thousand euros (€6,500,000) in respect of any commercial vehicle
    - b. Thirty million euros (€30,000,000) in respect of a private car; or
    - c. One million three hundred thousand euros (€1,300,000) in respect of any commercial vehicle for the carriage of hazardous goods.

Where more than one limit is operative, the lower limit will apply.

#### 2. Trailer cover

##### **Attached**

The policy provides as standard, third party liability cover in respect of accidental bodily injury and damage to property arising from use of trailers attached to the Insured Vehicle.

##### **Detached**

Subject to full details of the trailer being disclosed and specified on the Schedule this policy covers liability under the Road Traffic Acts of the Insured in respect of accidental bodily injury and damage to property arising from use of the detached trailer.

### **3. Indemnity to others**

The policy cover is extended to provide an indemnity to the following persons or classes of persons for their legal liability arising out of the use of an Insured Vehicle

- a. Any person driving the Insured Vehicle with the Insured's permission and provided their driving is covered as described in the Schedule/Certificate of Insurance
- b. At the request of the insured, the owner of the vehicle, where such vehicle is loaned, leased or hired to you (other than under a hire purchase agreement);
- c. At the request of the Insured, any passenger being carried within the seating capacity of the Insured Vehicle, in fixed seating securely and permanently fitted for that purpose, while such passenger is either in the vehicle or alighting to or from the Vehicle.
- d. The Legal Representatives and Estate of any deceased person if that deceased person would have been entitled to an indemnity under the Contract of Motor Insurance but for his/her death
- e. Indemnity to a principal for any legal liability incurred by the Insured when using the Insured Vehicle for contract work on behalf of the principal provided that :-
  - i. The Insured shall have arranged with the principal for the conduct and control of all claims for which the Insurer may be liable to be vested in the Insurer
  - ii. The Insurer shall not be liable in respect of :-
    1. Liability which attached to the principal by virtue of an agreement which would not have attached in the absence of such agreement
    2. Bodily injury to the principal for any amount for which the Insured would not be liable in the absence of such agreement
    3. Damage to property belonging to or held in trust by or in the custody or control of the principal for any sum in excess of the amount required to indemnify the principal
    4. Liability which arises other than by reason of the negligence of the Insured or an employee of the Insured

### **4. Legal Representation**

In respect of any person entitled to an indemnity under the Contract of Insurance, and with the written consent of the Insurer, the policy is extended to cover the legal costs incurred by that person for the representation at any court of summary jurisdiction, fatal accident enquiry or coroner's inquest arising out of the use of the Insured Vehicle. The policy cover is also extended to cover the cost of defending the Insured or driver of the Insured Vehicle against a charge of manslaughter or death by dangerous driving

### **5. Contingent Liability Cover**

We will indemnify you insofar as necessary to meet the obligations under the Road Traffic Act for your liability arising from the driving of a vehicle not owned or provided by you which is being used in connection with your business by your employees.

If in the event of any accident there is any other existing insurance in force covering the same liability, then we are not liable to make any payment under this contract of motor fleet insurance.



## **6. European Union Compulsory Cover**

The policy is extended to provide the minimum insurance cover required by law while the Insured Vehicle is being driven in any member state of the European Union or in any other state which has made arrangements to meet the minimum insurance requirement of the European Union.

## **7. Unauthorised Movement of Third-Party Vehicles**

We will indemnify the Insured in accordance with the terms of this Section in respect of the movement without the consent of the owner of any vehicle not the property of the Insured by an employee of the Insured to allow legitimate passage of the Insured Vehicle during the course of the Insured's business.

## **8. Unauthorised Use**

Notwithstanding General Exception 1, We will indemnify the Insured and no other person in the terms of this Section whilst the Insured Vehicle is being driven without the Insured's consent by any employee of the Insured.

## **9. Towing Disabled Vehicles**

We will indemnify the Insured in accordance with the terms of Section 1 whilst the Insured Vehicle is being used for the purpose of towing one mechanically disabled vehicle where such towing is not unlawful and provided that:

- (i) the vehicle is not towed for reward; and
- (ii) we will not be liable in respect of damage to the towed vehicle or injury to persons or damage to property being conveyed in or on such vehicle

## **What is not Covered**

Except where necessary to meet the requirements of any compulsory motor legislation operating within the territorial limits of the policy, in addition to the General exclusions we will not indemnify you for:

### **1. Insured Vehicle**

Loss of or damage to the Insured Vehicle or trailers under this section

### **2. Property Damage Limit**

Any legal liability for damage to third party property exceeding six million five hundred thousand euros (€6,500,000-) for commercial vehicles or thirty million euros (€30,000,000-) for private cars in respect of each accident or loss, including all costs and expenses, subject otherwise to the terms, conditions, exclusions and endorsements applicable.

### **3. Property and Goods**

Any legal liability for loss or damage to property owned by the Insured, the driver or passengers. Also, legal liability for loss or damage to goods carried by or on the Insured Vehicle or trailer

### **4. Driver**

Any legal liability for death or bodily injury to the driver or person in control of the Insured Vehicle

### **5. Employees**

Any legal liability for death or bodily injury to employees of the Insured arising out of and in the course of their employment.

### **6. Passengers**

Any legal liability for death or bodily injury to passengers unless they are being carried in accordance with the seating capacity of the Insured Vehicle in fixed seating permanently and securely installed for that purpose.

### **7. Loading or Unloading**

Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

- (i) bringing of the load to the vehicle for loading on board;
- (ii) taking away of the load from the vehicle after unloading;

### **8. Tool of Trade (Third Party Working Risk)**

Death, bodily injury or damage to property, arising directly or indirectly out of the operation of any vehicle or trailer as a tool of trade except where used for self-loading and/or self-unloading operations provided that:

- (i) the vehicle is operating solely for the provision of power of the self-loading machinery, is immobilised and has all safety features properly engaged and there is no other policy in force that covers the same liability; or
- (ii) the trailer is immobilised and has all safety features properly engaged;

### **9. Goods Supplied and Sold**

Any legal liability arising from carrying, preparing, selling or supplying of any goods, food or drink from the Insured Vehicle

### **10. Pollution and Contamination**

Any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;

### **11. Towing**

Death, bodily injury or damage to property where your vehicle is towing more trailers than permitted by law.

### **12. Weight and Vibration**

Any legal liability for loss or damage to any weighbridge or to any road or driving surface or to anything below any road or driving surface due to the weight and/or vibration caused by any Insured Vehicle

## Section 2 – Fire and Theft

### What is Covered

Loss of or damage to the Insured Vehicle, and its standard accessories, caused by fire, lightning, explosion, theft or attempted theft unless otherwise excluded under Section 2 of this policy.

### Basis of Settlement

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, the following basis of settlement applies in the event of loss of or damage to the Insured Vehicle under Section 2:

- The Insurer will pay the reasonable cost of protecting the Insured Vehicle and getting an authorised agent to take it to the nearest suitable repairer or another safe place if the Insured Vehicle cannot be driven safely after an insured event
- If the Insured Vehicle is a total loss or write off, or is otherwise damaged beyond economic repair, the Insurer will pay the market value of the Insured vehicle to the Insured less the value of any salvage.
- If the Insured Vehicle can be economically repaired, the Insurer will pay the cost of repairs to the Insured or, at its option, arrange for the repairs to be carried out by an approved repairer
- In the case of theft of the Insured Vehicle, it will be treated as stolen if it has not been recovered within 28 days of the Insured reporting the loss to the Insurer and the Insured will be paid the market value of the Insured Vehicle.

### What is not Covered

#### 1. Accidental Damage

Loss of or damage to the Insured Vehicle and its standard accessories caused by any accidental event involving impact to the vehicle

#### 2. Wear & Tear

Any loss of or damage to the Insured Vehicle caused by wear & tear, depreciation, breakdown, mechanical failure, electrical failure, electronic and computer systems failure or breakages

#### 3. Loss of Use

Any loss, damage or expense arising from the loss of use of the Insured Vehicle or arising from any delay while replacement parts are being sourced

#### 4. Depreciation

Any reduction in market value of the Insured Vehicle following completion of repairs or any other indirect loss

**5. Care & Security**

Any loss of or damage to the Insured Vehicle caused by failure to take reasonable care to protect it or caused by failure to securely lock it and remove the keys while it is unattended

**6. Loss by Deception**

Any loss of or damage to the Insured Vehicle caused by deception, fraud or trickery. Also, any loss of or damage to the Insured Vehicle caused by repossession or arising from any agreement or proposed transaction for selling or hiring the Insured Vehicle

**7. Family Members and Employees**

Any loss of or damage to the Insured Vehicle as a result of it being taken or driven by a member of the Insured's family or household not insured to drive or by an employee or ex-employee not insured to drive the Insured Vehicle

**8. Tool of Trade**

Any loss or damage to the Insured Vehicle arising from its use as a tool of trade

**9. Deliberate Act**

Any loss of or damage to the Insured Vehicle caused by a deliberate act of the Insured or of any person driving the Insured Vehicle with the Insured's permission

**10. Malicious Damage**

Any loss of or damage to the Insured Vehicle caused by a deliberate, wilful or malicious act, whether by persons known or unknown

**11. Additional Damage**

Any additional damage caused to the Insured Vehicle as a result of it being moved after an event of loss or damage covered under this section

**12. Storage**

Any costs of storing the Insured Vehicle after an event of loss or damage covered under this section, unless such costs have been approved and accepted by the Insurer in advance of being incurred

**13. Personal Property & Goods**

Any loss of or damage to personal belongings, phones or phone equipment, DVD's, cassette tapes, compact & mini discs, trade tools, CB radios, SD Cards, child seats, documents or goods, carried in or on the Insured Vehicle or trailer

**14. Audio & Entertainment Equipment**

Any loss of or damage to fitted audio or entertainment equipment other than the Insured Vehicle manufacturer's standard fitted equipment

**15. Keys & Devices**

Any loss of or damage to keys, remote control devices or security devices belonging to and/or used with the Insured Vehicle

## **16. VAT**

Any liability for the payment of VAT in respect of any loss, damage or expense insured under this section if the Insured is registered for VAT

## **17. Excess**

The amount of any excess shown in the schedule

## **18. Towing Charges**

Any amount exceeding €3,000 for the cost of towing the Insured Vehicle following loss or damage covered under this section

## **19. Vehicle Hire**

Any cost or expense involved with hiring a replacement vehicle after an event of loss of or damage insured under this section

## **20. Disqualification or Penalty Points**

Any loss of or damage to the Insured Vehicle arising from its use by a driver disqualified from driving or by a driver who has failed to disclose penalty points or motoring convictions.

## **21. Accumulation**

Any sums in excess of two million euros (€2,000,000-) in respect of any one loss or series of losses arising from one event.

However, any accumulation claims are subject to the following :-

- a. A maximum of four vehicles should be parked together in a block/row; and/or
- b. A minimum of five metres parking interval is in place between blocks/rows of parked vehicles.

## **Trailers – Fire and Theft**

**If this cover is included it will be noted on the policy Schedule.**

Subject to full details of the trailer being disclosed and the additional premium charged, the Insurer will pay for the loss of or damage to the trailer whilst attached or detached however:

Trailer cover will NOT be provided:

- 1) where a trailer is attached to any Vehicle other than the Insured Vehicle
- 2) where the Insured Vehicle is towing a greater number of trailers than is allowed by applicable law within the Geographical Limits
- 3) where the Insured Vehicle is towing a disabled mechanically – propelled Vehicle for hire or reward
- 4) for loss or damage to any disabled mechanically – propelled Vehicle being towed by the Insured Vehicle
- 5) for loss or damage to any property being carried in or on any trailer or disabled mechanically – propelled Vehicle (being towed by the Insured Vehicle)
- 6) for death, injury or damage because of operating any unspecified mobile plant trailer as a tool of trade except where it is necessary to meet the requirements of the Road Traffic Acts.
- 7) for caravans, mobile homes, trailer tents or boat trailers.
- 8) Theft of trailer during the course of a journey whilst detached from the vehicle and unattended unless the trailer is fitted with an anti-theft locking device

## **Section 3 – Accidental Damage Cover (Excluding Fire and Theft)**

### **What is Covered**

Loss of or damage to the Insured Vehicle and its standard accessories caused by any accidental event involving impact to the vehicle unless otherwise excluded under Section 3 of this policy.

### **Basis of Settlement**

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, the following basis of settlement applies in the event of loss of or damage to the Insured Vehicle under section 3:

- The Insurer will pay the reasonable cost of protecting the Insured Vehicle and getting an authorized agent to take it to the nearest suitable repairer or another safe place if the Insured Vehicle cannot be driven safely after an insured event
- If the Insured Vehicle is a total loss or write off, or is otherwise beyond economic repair, the Insurer will pay the market value of the vehicle to the Insured less the value of any salvage or the declared value per the schedule of vehicles lodged with the company by the insured, whichever is the lower.
- If the Insured Vehicle can be economically repaired, the Insurer will pay the cost of repairs to the Insured or, at its option, arrange for the repairs to be carried out by an approved repairer

### **Exclusions-What is not Covered**

#### **1. Fire & Theft Exclusions**

All of the exclusions numbered 1 to 21 inclusive as listed in Section 2, Fire & Theft, under 'What is not Covered', with the exception of No.10 'Malicious Damage' along with the following:

#### **2. Tyres**

Damage to tyres caused by wear & tear, braking, punctures, cuts or bursts

#### **3. Frost**

Damage caused by frost or freezing, unless the Insured has taken reasonable care to prevent such damage happening and has followed the manufacturer's instructions to avoid liquid freezing in the Insured Vehicle

#### **4. Fuel**

Loss of or damage to the Insured Vehicle arising from it being filled with the wrong fuel or defective fuel or fuel additives

#### **5. Solidification**

Loss or damage to the drum or hopper of any concrete mixer/agitator or carrier and/or any machinery pipe or hose used for the processing or discharging of the load resulting from the solidification of concrete or any like substance.

## Section 4 – Windscreen and Windows

### What is Covered

The Insurer will pay the Market Value of repairing or replacing damaged or broken glass in the windscreen or windows of the Insured Vehicle.

If this is the only damage you are claiming for, the Insured's No Claims Bonus will not be affected.

The maximum the Insurer will pay is as follows :-

#### Commercial Vehicle

€500 in any one Period of Insurance if the windscreen is replaced or repaired by the Insurer's approved repairers (Allglass Windscreens) ; or

€250 in any one Period of Insurance if the repair or replacement is not carried out by the Insurer's approved repairers (Allglass Windscreens).

The Insurer operates an approved repairer windscreen replacement / Repair network through our Approved Provider Allglass Windscreens Nationwide Ltd.

Windscreen claims can be notified on the following numbers:

24 hour helpline lo-call **1890 20 12 12**.

Outside the Republic of Ireland: dial **00353 1 827 1292**.

It is a condition precedent to cover that all claims must be verified prior to any repair or replacement work being undertaken whether carried out an approved repairer or not.

### Windscreen Excess

- €25 for glass replacement
- No excess for glass repair.

### Exclusions- What is not Covered

Any loss or damage to the windscreen or windows of the insured vehicle if the Insured does not have cover under this Section.

#### Exclusions under windscreen and glass section

- More than €500 in respect of any one claim for accidental breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of the bodywork)
- Any more than two claims per vehicle under this section during the period of insurance
- Damaged or broken glass in sunroofs, panoramic sunroofs, moon roofs, wrap around glass, glass in hood or continuous glass panels, Damaged or broken mirror glass or lights or lenses or internal glass.
- Damage to mechanical or electrical winding mechanism
- Damaged or broken glass to vehicles that are covered on a temporary basis under this policy
- Damage caused by wear, tear or negligence
- Damage caused by the Insured's own deliberate act



- The extra cost of replacing non-standard glass
- The cost of importing glass or parts for the Insured Vehicle from outside the EU
- Glass or Perspex that is an integral part of a removable canopy or hood is excluded.
- Claims notified for breakage or repair more than 90 days after the date of loss
- VAT if you are registered.

## Section 5 – Fire Brigade Charges

### What is Covered

In respect of any event which is the subject of cover or indemnity under this policy, the Insurer will pay all charges levied by a Local Authority in accordance with the provision of the Fire Services Act 1981, or such equivalent legislation in the Geographical limits, subject to a limit of three thousand euros (€3,000-) in respect of any single event.

## Section 6 – Fatal Accident

In the event of death of any person authorised to drive under this policy due to accidental bodily injury sustained as a driver (but only as a driver) of any motor vehicle insured by the policy the insurer will pay an amount of five thousand euros (€5,000-) to the legal personal representatives of the deceased person

### Exceptions

This insurance shall not apply in respect of death consequent upon

- a) Suicide
- b) motor cycling by any person insured
- c) any pre-existing physical defect or infirmity of any person insured
- d) any person insured being affected (temporarily or otherwise) by alcohol or drugs
- e) any accident where death does not occur within three (3) calendar months from the date of accident
- f) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives variations or treatment thereof however caused; and/or
- g) Corona Type Virus including but not limited to SARS/MARS/H1N1

### Conditions

All certificates information and evidence required by the Insurer shall be furnished at the expense of any claimant hereunder and shall be in such form and of such nature as the Insurer shall prescribe. The following conditions apply:

- a) The Insurer shall be entitled at its own expense to have a post mortem examination;
- b) no assignee shall be entitled to any payment under the extension; and/or
- c) the receipt of the legal personal representatives of any person insured by this extension in respect of whom payment is made by the Insurer shall be a full and valid discharge of the Insurer's liability under this extension.

## **Section 7 – Foreign Travel Cover**

### **What is Covered**

#### **1. Minimum Third Party Cover**

Section 1, Third Party Cover, is extended to provide the minimum insurance cover required by law while the Insured Vehicle is being driven in any member state of the European Union or in any other state which has made arrangements to meet the minimum insurance requirement of the European Union. In the event of payment of any sum which the Insurer would not have been liable to pay, but for the necessity to comply with the provisions of such minimum insurance requirement, any such amount must be repaid by the Insured to the Insurer

#### **2. Extended Policy Cover**

In addition to the above, and subject to payment of an appropriate additional premium, the Insurer will provide the full cover stated in the policy schedule while the Insured Vehicle is being driven in any member state of the European Union, or in any other state which has made arrangements to meet the minimum insurance requirement of the European Union, for an agreed period

#### **3. Customs Duty**

Provided that liability arises directly from loss or damage covered by this policy, the Insurer will indemnify the Insured against liability for enforced payment of customs duty in any country to which the policy cover applies. This liability shall not exceed the market value of the Insured Vehicle prevailing in the Republic of Ireland on the date of the enforcement, or the insured value, whichever is the less

#### **4. Bail Bonds**

If, as a direct result of an accident in Spain which is or may be the subject of indemnity under this policy, either the person driving the Insured Vehicle with the Insured's permission is detained or the Insured Vehicle is impounded and a guarantee or monetary payment is required for their release, the Insurer will provide such guarantee or deposit not exceeding €1,275 in total. The Insured must take all steps to secure release of the guarantee or repayment of the sum deposited by completing all necessary formalities as soon as possible and must repay to the Insurer any sums retained by the Authorities against payment of fines or the costs of penal proceedings against the Insured or the driver of the Insured Vehicle

#### **5. Transit**

The policy cover also applies while the Insured Vehicle is in transit by road, rail, inland waterway, lift or elevator or by sea between any ports in countries to which the policy applies, including during the process of loading or unloading incidental to such transits and conditional on the duration of no longer than sixty-five (65) hours and provided that such transit is by recognised sea passage.

## Section 8 – Endorsements

This policy is subject to those endorsements in this section which are stated in the policy schedule as being operative.

### **MFP001      Annual Declaration – 50:50 Adjustment**

The Insured shall annually (at the expiry of the period of insurance) declare to the insurer details of

(a) any additional or replacement vehicles or trailers acquired by or hired or lent to or leased to the Insured for which cover is required; and/or

(b) vehicles or trailers disposed of by the Insured for which cover is no longer to be provided

Subject to return by the Insured of any relevant certificates the insurer will then adjust the premium and the difference will be paid by or to the Insured as the case may be.

The premium charged in respect of vehicles added or deleted is calculated at 50% of the full annual premium in respect of the vehicle category. Where a vehicle category is not currently insured per the schedule of vehicles submitted at inception or renewal of the policy please contact the insurer.

Any additional or return premium will be adjusted on the policy at the expiry of the current period of insurance.

However there will be no return of premium in respect of any vehicle which is or has been the subject of a claim during the Period of Insurance and in no event will the total return exceed 75% of the inception premium for this Policy.

### **MFP002      Annual Declaration – Pro-Rata Adjustment**

The Insured shall annually (at the expiry of the period of insurance) declare to the insurer details of

(a) any additional or replacement vehicles or trailers acquired by or hired or lent to or leased to the Insured for which cover is required; and/or

(b) vehicles or trailers disposed of by the Insured for which cover is no longer to be provided

Subject to return by the Insured of any relevant certificates the insurer will then adjust the premium and the difference will be paid by or to the Insured as the case may be.

The premium charged in respect of vehicles added or deleted is calculated on a Pro-Rata basis of the full annual premium in respect of the vehicle category. Where a vehicle category is not currently insured per the schedule of vehicles lodged with the insurer at inception or renewal of the policy please contact the insurer.

Any additional or return premium will be adjusted on the policy at the expiry of the current period of insurance.

However there will be no return of premium in respect of any vehicle which is or has been the subject of a claim during the Period of Insurance and in no event will the total return exceed 75% of the inception premium for this Policy.

**MFP003 Immediate Declaration – Pro-Rata Adjustment**

The Insured shall immediately declare to the insurer details of

- (a) any additional or replacement vehicles or trailers acquired by or hired or lent to or leased to the Insured for which cover is required; and/or
- (b) vehicles or trailers disposed of by the Insured for which cover is no longer to be provided

Subject to return by the Insured of any relevant certificates the insurer will then adjust the premium and the difference will be paid by or to the Insured as the case may be.

The premium charged in respect of vehicles added or deleted is calculated on an immediate basis based on the full annual premium in respect of the vehicle category. Where a vehicle category is not currently insured per the schedule of vehicles lodged with the insurer at inception or renewal of the policy please contact the insurer.

Any additional or return premium will be adjusted on the policy at the commencement or deletion of cover.

However there will be no return of premium in respect of any vehicle which is or has been the subject of a claim during the period of cover and in no event will the total return exceed 75% of the inception premium for this Policy.

**MFP004 Third Party Fire and Theft whilst persons holding a Learner Permit are Driving**

The Insurer shall not be liable under Section 3 of the policy for loss or damage other than by fire self-ignition lightning explosion or by theft or attempted theft while the vehicle is being driven by or is under the direct control of any person who holds a learner permit

**MFP005 Accidental Damage cover with increased excess for specified drivers**

Endorsement MFP004 is inoperative while the vehicle is being driven by or is under the direct control of the person(s) mentioned against this endorsement number in the schedule In respect of such person(s) the amount for which the company shall not be liable as stated against the individual name noted on the schedule of insurance.

**MFP006 Excluding Damage whilst in use as Tool of Trade**

The insurer shall not be liable under Section 3 of the policy in respect of loss of or damage to the vehicle arising out of the operation as a tool of the vehicle or of plant forming part of or attached to the vehicle

## General Conditions

The following General Conditions apply to the whole of this Contract of Insurance. These describe the Insured's responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Contract of Insurance is cancelled. If the Insured does not meet the terms and conditions of this Contract of Insurance, it could make the cover invalid or mean the Insurer may refuse to pay the Insured's claim.

### 1) Policy Terms and Conditions

This contract of Insurance is based on information supplied by the Insured before the commencement of cover. If any new facts or changed circumstances become known to the Insured during the Period of Insurance which might affect the cover or the premium charged, the Insured must immediately and fully advise the Insurer of such new facts or changes in circumstances. If the Insured is unsure as to whether or not such new information is relevant, it should be disclosed in any event. Failure to disclose all relevant facts, may result in:

- (i) Cancellation of the policy
- (ii) Claims not being paid; and
- (iii) The Insured may find it difficult to purchase insurance elsewhere.

### 2) Reasonable Care

The Insured must take all reasonable steps to prevent accident, loss, injury or damage arising out of the use or driving of the Insured Vehicle. It is a condition precedent to cover under this policy that Drivers whose driving is covered as stated in the Certificate of Insurance/ Schedule, must observe the rules of the road at all times, must drive within any applicable speed limits and must not drive the Insured Vehicle whilst under the influence of alcohol or drugs.

### 3) Maintenance of the Insured Vehicle

It is a condition precedent to cover under this policy that the Insured must maintain the Insured Vehicle in a roadworthy condition and, if applicable, it must have a valid NCT/DOE or equivalent certificate in force at all times.

### 4) Security of Insured Vehicle

It is a condition precedent to cover under this policy that the Insured must take all reasonable steps to avoid loss of or damage to the Insured Vehicle, including taking proper care of the keys to prevent them from being lost or stolen. When the Insured Vehicle is unattended, even if it is still within sight, the keys must not be left in the ignition, it must be fully locked and secured with all windows and sun roofs closed, personal belongings must not be left in view and all alarms, immobilisers and tracking devices must be armed and fully operational. The Insured Vehicle must be removed as quickly as possible to a secure place if it breaks down or after it has been involved in an accident if it is safe to do so.

## 5) National Fleet Database (NFD)

Information relating to the policy details will be added to National Fleet Database (NFD) managed by the Motor Insurers Bureau of Ireland (MIBI). NFD and the data stored on it may be used by certain statutory and/or authorised bodies including the Motor Insurance Bureau of Ireland (MIBI), An Garda Síochána (AGS), Road Safety Authority (RSA) and the Department of Tourism Transport and Sport (DTTAS) and other bodies permitted by law for purposes not limited to but including:

- a) continuous insurance enforcement;
- b) law enforcement, prevention, detection, apprehension and or prosecution of offenders; and/or
- c) the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

## 6) Cancellation of the Policy

This Policy may be cancelled:

- a) by the Insurer by sending the Insured 10 days' notice of cancellation by standard post to the Insured's last known address
- b) by the Insured, but such instruction will only be effective from the date of receipt by the Insurer or their agent of the Certificate of Insurance and Insurance Disc.

The Insurer will in either event return to the Insured a proportionate part of the premium paid in respect of the unexpired term of the Policy subject to the following:

No refund will be allowed if any incident giving rise to a claim occurred during the Period of Insurance

It is a condition precedent to cover under this policy that the premium has been paid. No refund will be allowed if the premium for the Period of Insurance has not been paid to the Insurer.

If cancellation is at the Insured's request and during the first Period of Insurance the charge for the expired Period of Insurance will be calculated from the date the Insurer receives the Certificate of Insurance in accordance with the following scale:

Expired Period	% of annual premium payable
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
5 Months	65%
6 Months	70%
7 Months	80%
8 Months	90%
Over 8 Months	100%

Any cancellation by either the Insurer or the Insured shall be without prejudice to any rights or claims arising prior to the expiration of such notice of cancellation.

## **7) Other Insurance**

If at the time of any claim there is any other insurance covering the same risk, or any part thereof, the Insurer will not be liable for more than its rateable proportion.

## **8) Alterations to Cover**

The Insurer must be advised as soon as reasonably possible of any alterations required to the existing policy cover and the Insured must pay any extra premium requested.

## **9) Arbitration**

All disagreements arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed by the parties or, failing agreement, by the President for the time being of the Law Society of Ireland. Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 months of the dispute arising shall be deemed to have been abandoned.

## **10) Fraud**

If the Insured or any person acting on behalf of the Insured makes any claim, knowing any part of it to be false, fraudulent or exaggerated, the Insurer will not pay the claim and will cancel the Policy along with any other policies in force between the Insurer and the Insured. In such circumstances, the Insurer may also involve the relevant authorities with a view towards initiating criminal proceedings.

## **11) Road Traffic Act Obligations**

With the exception of any amounts paid under Section 1 of this policy, the Insured must repay to the Insurer any sum paid under this Policy which the Insurer is obliged to pay to a Third Party solely by reason of the provisions of the Road Traffic Acts, but for which provisions the Insurer would otherwise have been entitled to rely on the terms, conditions and exclusions of this Policy to avoid payment of such sum.

## **12) Right of Recovery**

The insurer reserves the right to recover from the Insured all sums paid by the Underwriters because of the requirements of any law if The Underwriters would not have been liable for those payments according to the terms and conditions of this Policy



## General Exclusions

These General Exclusions apply to the whole of this Contract of Motor Insurance and describe the things which are not covered. These apply as well as the exclusions shown under 'What is Not Covered' in each of the Sections detailing the cover provided.

Except in so far as is necessary to meet the requirements of the Road Traffic Acts and in which event a right of recovery against the Insured is reserved to the Insurer in respect of any sums paid solely by reason of that necessity, this Contract of Motor Insurance excludes any accident, injury, loss or damage caused by or arising from or in connection with the following:

### 1) Use

Any use of the Insured Vehicle for a purpose other than that permitted and described in the paragraph entitled 'Limitations as to Use' in the Schedule.

### 2) Driving

Any driving of the Insured Vehicle by a person other than a person whose driving is permitted and described in the paragraph entitled 'Drivers or Classes of Drivers whose Driving is Covered' in the Certificate of Insurance/ Schedule.

### 3) Driving Licence

Any driving of the Insured Vehicle by a person other than a person who holds a valid driving licence for the category of Insured Vehicle(s) or, having held such licence in the past, is not disqualified from holding such a licence. Also, any driving of the Insured Vehicle by a person other than a person who holds a valid driving licence for the category of Insured Vehicle(s) and fully observes all the terms and conditions of using that driving licence at all times.

### 4) Roadworthiness

Any use of the Insured Vehicle if it is in an unsafe or un-roadworthy condition or, if applicable, it does not have a valid and current NCT/CVRT certificate.

### 5) Airside

Any use of the Insured Vehicle on restricted areas or on the airside of airports, air fields or military bases.

### 6) Contractual Liability

Any liability assumed under the terms of a contract or agreement unless such liability would have attached in any event in the absence of such a contract or agreement.

### 7) Motor Trade

Any use of the Insured Vehicle in connection with the Motor Trade, unless such use is permitted and described in the paragraph entitled 'Limitations as to Use' in the Certificate of Insurance.

### 8) Tool of Trade

Any use of the Insured Vehicle as a tool of trade.

### 9) Racing

Use of the Insured Vehicle in any racing activity, competition, contest, rally, speed trial, off-road activity or on any form of race track.

### **10) War & Civil Commotion**

Any accident, injury, loss or damage caused directly or indirectly by:

- a. War invasion acts of foreign enemies hostilities or warlike operations (whether war declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power or martial law except so far as is necessary to meet the requirements of the Road Traffic Acts
- b. Civil commotion in Northern Ireland
- c. Confiscation or nationalisation or requisition or destruction of property by or any order of any government or public or local authority
- d. Any act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes or any action taken in controlling preventing, suppressing or in any way relating to any of the above.
- e. If the Insurer's allege that by reason of this exclusion any loss damage costs or expense of whatsoever nature is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

### **11) Earthquake**

Earthquake, volcano or subterranean fire

### **12) Radioactive Contamination**

for any legal liability directly or indirectly caused by or contributed to by or arising from:

- a) Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### **13) Aircraft**

Pressure waves caused by aircraft and other flying objects by articles dropping from them

### **14) Hazardous Goods**

Carriage by the Insured Vehicle of Hazardous Goods unless specifically agreed in writing with the underwriters.

### **15) Territorial Limits**

Any use of the Insured Vehicle outside the Geographical Limits, or in respect of legal proceedings brought against the Insured in jurisdictions outside the Geographical Limits, except as otherwise agreed in writing by the Insurer and provided for under Section 6 Foreign Travel, if applicable

### **16) Pollution and Contamination**

Pollution or contamination as a result of any load seeping from or spilling from the Insured Vehicle.

### **17) Terrorism**

The Insurer shall not be liable for any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of Terrorism means an act, (whether involving violence or the use of force or not), or the threat or the preparation thereof, of any person or group(s) of persons, (whether acting alone or on behalf of or in connection with any organisation(s) or government(s)) which;

is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

This exclusion also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

### **18) Intoxication**

Any use of the Insured Vehicle while the driver is under the influence of alcohol or controlled substances (drugs).

### **19) Biological/Chemical Contamination Exclusion**

Any loss directly or indirectly caused by or contributed to by or arising from biological/chemical contamination.

## **20) Cyber Loss**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this Policy.

Any amounts recoverable from any other form of insurance, whether specific, general or which may overlap including deductibles, aggregate deductibles or self-insured retention which protects the Insured in respect of any Cyber Loss (hereinafter "Other Recoveries") shall inure to the benefit of the Insurer in all cases and this Policy shall not respond until all Other Recoveries are exhausted. The liability of Insurer in respect of loss or losses covered hereunder shall not be increased by any reason of the inability of the Insured to collect any amounts from Other Recoveries.

If the Insurer alleges that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

## **21) Legionella**

In respect of Bodily Injury loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with Legionella

## **22) Sexual conduct**

For any liability arising directly or indirectly out of or in connection with any actual or attempted conduct of a sexual nature.

## **23) Toxic Mould Exclusion**

Any accident, injury, loss or damage:

- a. arising out of, resulting from, caused by, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens, or
- b. any costs or expenses associated, in any way with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould spore(s) or allergens, or
- c. any obligation or duty to defend any actions on account of bodily injury, damage, personal or advertising injury, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including, but not limited to mildew, mould, spore(s) or allergens, irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purpose of this exclusion "bodily injury" shall include mental anguish, mental injury and/or emotional distress.

## **24) The carrying of passengers for hire and reward**

## **25) Motor Coaches and minibuses, being vehicles with more than eight passenger seats**

- 26)** Loss or damage to, or liability for, goods conveyed in connection with any trade or business by any vehicle.
- 27)** the ownership, operation, maintenance or use of any vehicle the principal use of which is:
- a) The transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive.
  - b) The bulk transportation of liquified petroleum or gasoline (use of a tanker truck or tanker trailer for the transportation of fuel for the original Insureds own use is not excluded)
  - c) The transportation of chemicals, mixtures or gases in liquid, compressed or gaseous forms
  - d) Self-drive hire
- 28)** Contractors' plant and equipment not on a public highway.
- 29)** Motor Personal Accident coverage
- 30)** Airport Service Vehicles
- 31)** Vehicles running on rails or cables.
- 32)** Vehicles specifically designed or adapted for military and/or law enforcement use (Blue Lights).
- 33)** Waterborne vessels, aircraft, hovercraft or any other vehicle not designed to run on terra firma unless amphibious and licenced to go on highways (but not including any waterborne exposure).
- 34)** Racing (including test runs), rallies, speed trials, trial runs and endurance tests.
- 35)** Emergency Service vehicles (Blue Lights).
- 36)** the clean-up costs resulting from the accidental discharge of any concrete or like substance from the Insured Vehicle following an accident above the amount of €2,500 any one accident.

## Claims Conditions

### 1. Notification

It is a condition precedent to cover under this policy that the Insured must immediately report any accident, injury, loss, damage or potential claim to their Insurer on the following number, but in any event not later than 48 hours after the event, whether the Insured considers that a claim is likely to result or not:

091 353411

### 2. Admissions

The Insured must not make any admission of liability or attempt to negotiate a settlement in respect of any accident, injury, loss or damage, whether at the scene of an accident or at any subsequent stage, without the express approval of the Insurer

### 3. Correspondence

The Insured must advise the Insurer and forward unanswered any letter, e-mail, correspondence, writ, summons or other notification of impending legal action immediately on receipt.

### 4. Accident Report Form

The Insured must complete an Accident Report Form and forward it to the Insurer within 7 days of the accident, injury, loss or damage.

### 5. Criminal Proceedings

The Insured must, as soon as notification is received, advise the Insurer of details of any impending criminal prosecution, coroner's inquest or fatal accident inquiry

### 6. Co-Operation

The Insured must not do anything to harm the Insurer's interests and must assist the Insurer, or anyone acting on the Insurer's behalf, in every way reasonably possible in relation to any claim under this Contract of Insurance, including providing all necessary documents and attending court to give evidence.

### 7. Fraudulent Claims

The Insurer will not pay any claim which is in any part fraudulent or false or if the Insured knowingly makes a claim in such a false way or to such an exaggerated extent as to involve fraudulent intent. This may include, but is not limited to, the proffering by the Insured of false, altered or stolen documents or the making of false statements, either oral or in writing, in pursuit of any claim. In such cases, the Insurer is entitled to cancel the Contract of Insurance without any obligation to return any unearned portion of the premium to the Insured and the Insurer is also entitled to take any steps necessary to have such fraudulent activity prosecuted through the courts.

## **8. Rights of the Insurer**

The Insurer may take over and conduct in the name of the Insured, or any other person seeking indemnity under the Contract of Insurance, legal proceedings to defend or settle any claim, or to prosecute in the name of the Insured, or any other such indemnified person, any claim for the Insurer's own benefit. The Insurer will decide how any proceedings are conducted or how any claim is settled.

## **9. Motor Insurers Bureau Obligations**

If the Insurer has to meet any legal liabilities as insurer concerned under the Motor Insurers Bureau of Ireland agreements, or under any similar agreements operating in any country to which the cover under this Contract of Insurance may apply, the Insurer has a right of recovery against the Insured or against any other person responsible for creating such a legal liability in breach of the terms of the Contract of Insurance.

## **10. Road Traffic Acts Obligations**

With the exception of any amounts paid under Section 1 of this policy, the Insured must repay to the Insurer any sum paid under this Policy which the Insurer is obliged to pay to a Third Party solely by reason of the provisions of the Road Traffic Acts, but for which provisions the Insurer would otherwise have been entitled to rely on the terms, conditions and exclusion of this Policy to avoid payment of such sum.